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No. 82-932

IN THE

Supreme Court of the United States

OCTOBER TERM, 1982

UITERWYK CORPORATION,
Petitioner

v.

CTI-CONTAINER LEASING CORPORATION,
Respondent

ON PETITION FOR WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

BRIEF FOR RESPONDENT IN OPPOSITION

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QUESTION PRESENTED

Whether this Court should review a decision by the Court of Appeals for the Eleventh Circuit reversing, as an abuse of discretion, an order of a District Court staying an action of plaintiff, a U.S. Corporation against defendant, also a U.S. Corporation on a lease, where the defendant had moved to implead alleged Iranian entities.

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STATEMENT OF THE CASE

Plaintiff CTI-Container Leasing Corporation ("CTI"), a Delaware corporation with headquarters in New York filed suit on October 6, 1980 in the United States District Court for the Middle District of Florida in Tampa for collection of amounts due pursuant to six leases of ocean cargo containers and related equipment between CTI and defendant Uiterwyk Corporation which is a Florida corporation with headquarters in Tampa, Florida. On February 9, 1981 Uiterwyk moved for permission to implead the nation of Iran and Iran Express Lines (alleged by Uiterwyk to be an Iranian governmental entity) as third party defendants pursuant to Rule 14 Fed.R.Civ.P. (Docket No. 19). CTI opposed that motion on February 23, 1981 (Docket No. 22). On March 10, 1981 the United States Department of Justice filed the first of several "Statements of Interest" setting out the general position of the United States as a consequence of the agreements reached between Iran and the United States in connection with the release of the American hostages. The various Statements of Interest were generalized summaries filed by the Government in any case in which "Iran" was sought to be made a party. The statements were not directed to any particular case and principally related to the release of attachments of Iranian assets (there were none in the instant case) rather than to the stay of claims against Iran.[1]

The District Court, treating the Statements of Interest as "in effect, . . . a motion for a stay of these proceedings, as a result of the agreement between the United States and the Government of Iran," (App. to Pet. for Cert. 17), stayed CTI's action against Uiterwyk in addition to Uiterwyk's attempted impleader of Iran without ever even having ruled on Uiterwyk's motion to implead the alleged Iranian defendants. The order staying the litigation was ostensibly made pending "determination by the Iran-United States Claims Tribunal of its jurisdiction to hear these claims." (App. to Pet. for Cert. 17). CTI appealed.

---

[1] In a Supplemental Statement of Interest filed in a related action between the same parties in Baltimore which *was* drafted specifically for this litigation the United States expressly recognized that Exec. Order No. 12,294 did not stay CTI's claim against Uiterwyk and that the Arbitration Tribunal had no jurisdiction over the CTI-Uiterwyk action. *See CTI-Container Leasing Corp. v. Uiterwyk Corp.*, 685 F.2d 1284, 1288 n.7 (11th Cir. 1982).

Based upon the Algiers Accords, and upon Exec. Order No. 12,294, the Court of Appeals For the Eleventh Circuit approved the stay of Uiterwyk's attempted third-party action against the Iranian entities. The Court of Appeals also held that neither the Accords nor the Executive Order permitted a stay of the principal action by CTI against Uiterwyk on the leases. It found that the stay imposed upon that action by the District Court was an abuse of discretion and remanded the main action case for further proceedings on the merits.

SUMMARY OF THE ARGUMENT

Rather than advancing any special and important reasons for this Court's exercise of its discretion in granting certiorari, Uiterwyk largly confines itself to rehashing arguments rejected by the Eleventh Circuit. The decision below was merely the interpretation, in the context of the particular facts of this case, of accepted and well understood principles of appellate jurisdiction and of the requirement of Exec. Order No. 12,294 and the underlying Algiers Accords. The decision represents nothing more than an exercise of the supervisory authority of the Court of Appeals and neither raises important Federal questions nor departs from established authority. There is no conflict between the decision under review and that of any other circuit court.

REASONS FOR DENYING THE WRIT

I.

THERE ARE NO SPECIAL AND IMPORTANT REASONS COMPELLING THIS COURT TO REVIEW THE ACTION OF THE ELEVENTH CIRCUIT.

The case is founded upon uncomplicated lease contracts.

CTI is the world's largest lessor of intermodal ocean cargo containers to ocean carriers. Uiterwyk Corporation is the "general agent", "manager", "operator", and general factotum of dozens of ocean carrier corporations and lines, most of which are owned by or otherwise related to the principals in Uiterwyk Corporation.

In the middle 1970's CTI as lessor and Uiterwyk Corporation as lessee entered into a number of leases of containers which are the basis of this law suit. The Terms and Conditions of each of the leases are identical, as are the parties to the leases. Each lease calls for the application of New York law.

Beginning, chronologically, with an invoice dated August 31, 1977 (Doc. No. 17, Pltf's Req. for Adm. Ex. No. 10), (long before "Iran" became an issue), Uiterwyk failed to pay CTI its obligations under the leases and continued that nonpayment over a long period of time.

On February 6, 1980 CTI filed suit, in admiralty, in the United States District Court for the District of Maryland upon the leases cited above. The Maryland docket sheet is appended at the end of CTI's brief to the Eleventh Circuit. On March 10, 1980, Uiterwyk filed a Motion to Dismiss the Maryland Action upon the basis, *inter alia,* that venue properly lay in Florida.

Nearly six months having passed and Uiterwyk's venue motion in Maryland being unresolved, CTI on October 6, 1980, filed in the United States District Court for the Middle District of Florida in Tampa (the "Tampa Action") an action, in admiralty and diversity, identical to that filed in Maryland. (Doc. No. 1, Complaint).

On February 9, 1981 Uiterwyk moved the Court in Tampa for leave to join the nation of Iran and Iran Express Lines (IEL) (which was alleged to be an Iranian governmental agency or entity) as third party defendants. CTI, on February 23, 1981, opposed the Motion to Join the Third Party Defendants (Doc. No. 22) CTI also filed a supplemental memorandum in opposition to the motion on June 11, 1981. (Doc. No. 62)

On March 10, 1981, The United States Department of Justice filed a "Statement of Interest" reciting the terms of the Accord between the United States and Iran consequent to the settlement of the hostage crisis. (Doc. No. 27)

On April 10, 1981, CTI moved for summary judgment, (Doc. No. 47)

On June 16, 1981 the United States filed a "Supplemental Statement of Interest" in Tampa which merely attached briefs filed in other cases and drafts of regulations. (Doc. No. 65)

On June 19, 1981, six days before Uiterwyk was to respond to CTI's Motion for Summary Judgment, and without having

ruled, one way or the other, on the motion to implead Iran and Iran Express Lines as third-party defendants, the Court in Tampa stayed the entire case (Doc. No. 66) in the following terms:

> In each of these cases the United States has filed a statement of interest, and subsequent to that, a supplemental statement of interest.
>
> The statement, in effect, is a motion for a stay of these proceedings, as a result of the agreement between the United States and the Government of Iran on January 19, 1981. 46 *Fed. Reg.* 7913-32 (January 23, 1981).
>
> The Court is of the opinion that these cases should be, and they are, STAYED, pending determination by the Iran-United States Claims Tribunal of its jurisdiction to hear these claims. See Exec. Order No. 12,294, 46 *Fed. Reg.* 14,111 (Feb. 26, 1981).
>
> IT IS SO ORDERED at Tampa, Florida, this 19 day of June, 1981.

(App. to Pet. for Cert. 17). Neither Iran nor Iran Express Lines is or was a party to the Tampa action at the time of the stay. No motion to stay the entire Tampa action had been filed, and, having never been advised of the existence of any "motion to stay," CTI had never briefed the impropriety of taking such action.

CTI appealed and the Eleventh Circuit affirmed the stay of Uiterwyk's attempted third party action, and reversed the stay of the main litigation between CTI and Uiterwyk.

Rule 17.1 of the Rules of this Court embodies the rule concerning certiorari, that such review "is not a matter of right, but of judicial discretion, and will be granted only when there are special and important reasons therefore." Sup. Ct. R. 17.1(a). The petition of Uiterwyk Corporation is devoid of any such special and important reasons. The decision below is simply the application of recognized authorities to the facts of this particular case, is not in conflict with the decisions of any other appellate court, and represents a proper exercise of the supervisory power of the courts of appeals over the district courts.

A. *The action of the United States Court of Appeals for the Eleventh Circuit is entirely correct and was nothing more than an exercise of the supervisory powers of the United States Courts of Appeal over the United States District Courts and as such need not be subjected to a second level of supervision by this Court.*

United States Courts of Appeals are Consitutional Courts. *Old Colony Trust Co. v. Commissioner of Internal Revenue,* 279 U.S. 716, 724 (1929). By statute, they are given direct appellate jurisdiction over final decisions and certain interlocutory decisions of the United States District Courts, 28 U.S.C. §§ 1291-1292 (1976). In addition, the rule is well established that the courts of appeals are entrusted with direct supervisory power over the District Courts within their ambit. For example, in *La Buy v. Howes Leather Co.,* 352 U.S. 249 (1957) the Court stated: "We believe that supervisory control of the District Courts by the Court of Appeals is necessary to proper judicial administration in the Federal system." *Id.* at 259-260.

The holding of the Eleventh Circuit is limited, and is precisely within the scope of its direct supervisory powers: "we conclude that the district court abused its discretion when it ordered a stay of this entire action." *CTI-Container Leasing Corp. v. Uiterwyk Corp.,* 685 F.2d 1284, 1290 (11th Cir. 1982). Thus guided, the matter was simply remanded to the District Court "for proceedings not inconsistent with this opinion." *Id.* (footnote omitted).

The decision did nothing more than correct the course of the litigation and remand the matter to the District Court for proceedings on the merits of the principal contract action. This mechanism for mundane, albeit necessary, supervisory power, and the resulting judicial economies, would be rendered nugatory if such routine review and 'course correction' were subjected unnecessarily to another level of supervision by this Court.

B. *The decision below affects nothing more than the purely local interests of the litigants.*

Petitioner Uiterwyk has attempted to frame the decisions below as involving matters of some importance: the effect of the Declaration of the Government of the Democratic and Popular Republic of Algeria, 20 I.L.M. No. 1 224 (Jan. 1981), the Declaration of the Government of the Democratic and Popular Republic of Algeria Concerning the Settlement of Claims by the Government of the United States of America and the Government of the Islamic Republic of Iran 20 I.L.M. No. 1 224, 230 (Jan. 1981), (herein collectively referred to as the "Algiers Accords"), and Exec. Order No. 12,294, 46 Fed. Reg. 14,111 (1981). A review of the opinion of the Court of Appeals discloses, however, that the appellate court did nothing more than apply to this particular case the clear guidelines of the Algiers Accords, of Exec. Order No. 12,294, and of the holding of this Court in *Dames & Moore v. Regan*, 453 U.S. 654 (1981).

The Algiers Accords provide, so far as is pertinent:

> It is the purpose of both parties, within the framework of and pursuant to the provisions of the two Declarations of the Government of the Democratic and Popular Republic of Algeria, to terminate all litigation as between the Government of each party and the nationals of the other, and to bring about the settlement and termination of all such claims through binding arbitration. Through the procedures provided in the Declaration, relating to the Claims Settlemment and termination of all such claims through binding arbitration. Through the procedures provided in the Declaration, relating to the Claims Settlement Agreement, the United States agrees to terminate all legal proceedings in United States courts involving claims of United States persons and institutions against Iran and its state enterprises, to nullify all attachments and judgments obtained therein, to prohibit all further litigation based on such claims, and to bring about the termination of such claims through binding arbitartion.

(Declaration of the Government of the Democratic and Popular Republic of Algeria, General Principal B, 20 I.L.M. No. 1 224 (Jan. 1981))

> An International Arbitral Tribunal (the Iran-United States Claims Tribunal) is hereby established for the purpose of deciding claims of nationals of the United States against Iran and claims of nationals of Iran against the United States, and any counterclaim which arises out of the same contract, transaction or occurrence that constitutes the subject matter of that national's claim . . . .
>
> (Declaration of the Government of the Democratic and Popular Republic of Algeria Concerning the Settlement of Claims by the Government of the United States of America and the Government of the Islamic Republic of Iran, Art. II, Para. 1, 20 I.L.M. No. 1 224, 230-31 (Jan. 1981))

Pursuant to the Algiers Accords, on February 24, 1981 President Reagan signed Exec. Order No. 12,294 which provided at Section 1:

> All claims which may be presented to the Iran-United States Claims Tribunal under the terms of Article II of the Declaration of the Government of the Democratic and Popular Republic of Algeria Concerning the Settlement of Claims by the Government of the United States of America and the Government of the Islamic Republic of Iran, and all claims for equitable or other judicial relief in connection with such claims, are hereby suspended, except as they may be presented to the Tribunal. During the period of this suspension, all such claims shall have no legal effect in any action now pending in any court of the United States, including the courts of any state or any locality thereof, the District of Columbia and Puerto Rico, or in any action commenced in any such court after the effective date of this Order.

Exec. Order No. 12,294, 46 Fed. Reg. 14,111 (1981).

This Court held in *Dames & Moore v. Regan*, 453 U.S. 654 (1981) that such a suspension of litigation by U. S. citizens against the Government of Iran was valid and properly based

upon the power of the President of the United States incident to the resolution of major foreign policy disputes.

CTI is a Delaware corporation and the action it filed in the District Court in Tampa was solely against Uiterwyk Corporation, a Florida Corporation, on the basis of a straight- forward lease. Uiterwyk's third party claim was against Iran and against Iran Express Lines, an alleged "instrumentality" of the Government of Iran.[2] Responding automatically to a docket entry which mentioned the name "Iran", the United States Government filed a Statement of Interest and a Supplementary Statement of Interest which indeed it filed in identical form in all cases in which "Iran" was named. The first Statement of Interest summarized the events leading up to the Algerian Declarations, set out the contents of those Declarations, and argued at length the constitutionality of the claims settlement procedure. Its principal thrust was directed to the attachments against Iranian government assets which had followed the taking of hostages. This case involved no attachment of Iranian assets and the only "claims" against "Iran" which were arguably within the Tribunals jurisdiction were those represented by the third party motion filed by Uiterwyk.

The Supplemental Statement of Interest advised the Courts of the then recent ruling of this Court in *Dames & Moore v. Regan,* and renewed the requests concerning attachment of Iranian assets and stay of claims against Iran.[3]

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[2] Because the action has still never passed the initial pleadings stage, Uiterwyk's assertion that Iran Express Lines is an Iranian instrumentality remains only an allegation. In fact it is, or was, a private corporation owned 50% by the Uiterwyk family and 50% by the Paksimas, a family of Iranian nationals. The relationship between Uiterwyk and Iran Express Lines has been noted as being one of "extraordinary interlocking of ownership and control," *Ameejee Valleejee & Sons v. M/V Victoria U.,* 661 F.2d 310, 313 (4th Cir. 1981).

[3] In a Second Supplemental Statement of Interest filed in the Maryland action and noted in the opinion of the Eleventh Circuit below, 685 F.2d at 1288 n.7, the United States stated: "the [Algiers Accords do] not include within the jurisdiction of the Tribunal claims of a United States Corporation against another United States Corporation. Because [CTI's] claims against Uiterwyk are not arguably within the jurisdiction of the Tribunal, they are not suspended by operation of the Executive Order." United States Second Supplemental Statement of Interest at 4, *CTI-Container Leasing Corp. v. Uiterwyk Corp.,* No. JH-80-313 (D. Md. filed Feb. 8, 1980).

The District Court, so far as may be ascertained, did not examine the Algiers Accords, or Exec. Order No. 12,294, or this Court's opinion in *Dames & Moore v. Regan.* It failed even to rule on the contested motion to implead Iran. Rather, it treated the Statements of Interest filed by the United States as "in effect, . . . a motion for a stay of these proceedings, as a result of the agreement between the United States and the Government of Iran on January 19, 1981," which they were not, and then stayed the entire case "pending determination by the Iran-United States Claims Tribunal." (App. to Pet. for Cert. 17).

On appeal the Eleventh Circuit found that "he stay order as it affected Uiterwyk's third-party claims against Iran and IEL was mandatory in nature because such claims were suspended by Executive Order No. 12,294 as they are clearly within the Tribunal's jurisdiction." 685 F.2d at 1288. However, the Court of Appeals reached "a contrary conclusion concerning the stay of the principal action of CTI against Uiterwyk. This portion of the stay order was discretionary in nature as the district court was not required to stay an action between two American corporations." *Id.* (footnote omitted). The court then held that the stay of CTI's claims against Uiterwyk constituted an abuse of discretion.

> Therefore, we conclude that district court abused its discretion when it ordered a stay of this entire action. We vacate the district court's stay order and remand the action to the district court for proceedings not inconsistent with this opinion.

685 F.2d at 1290 (footnote omitted).

The actions of the Court of Appeals involved nothing more than an interpretation of the clear mandate of the Algiers Accords and Exec. Order No. 12,294 as sanctioned by this Court in *Dames & Moore v. Regan.* It touched no more than the purely local interests of CTI and Uiterwyk based upon the particular facts of this case. Even if the decision of the Court of Appeals were not so clearly correct, the import of the decision is so clearly limited to the facts of this particular case and the interest of CTI and of Uiterwyk that discretionary review on a writ of certiorari by this Court would not be justified.

C. *This case presents no other feature justifying discretionary review by this Court.*

The decision below conflicts with no decision of any other Court of Appeals.[4] Sup. Ct. R. 17.1(a); *Calhoon v. Harvey*, 379 U.S. 134, 137 (1964). It is, rather, a straightforward and clear interpretation of the facts of this case under the available authorities, and squarely within the general supervisory powers of the Court of Appeals. It is neither a departure from the accepted and usual course of judicial proceedings nor is it "out of line with the authorities." *Braen v. Pfeifer Oil Transportation Co.*, 361 U. S. 129, 130 (1959).

In *Layne & Bowler Corp. v. Western Well Works*, 261 U.S. 387 (1923) Chief Justice Taft, writing for the Court in an opinion dismissing a writ of certiorari improvidently granted, stated:

> it is very important that we be consistent in not granting the writ of certiorari except in cases involving principles the settlement of which is of importance to the public, as distinguished from that of the parties, and in cases where there is a real and embarrassing conflict of opinion and authority between the Circuit Courts of Appeals.

Id. at 393. No feature or combination of features to be found in this case rises above the level of the oridinary, let alone to the extraordinary level of importance required for this Court to exercise its appellate review powers pursuant to a writ of certiorari.

II.

SUBSIDIARY ISSUES ADVANCED BY THE PETITIONER DO NOT MERIT THIS COURT'S REVIEW.

A. *In finding that it had jurisdiction, the Court of Appeals was acting within the clear scope of established precedent.*

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[4] The petitioner, obviously mindful of the showing required for certiorari, attempts to find a conflict between the decision below and that of certain other Courts of Appeals relating to the appealability of the order of the District Court. The appealability of the order below is squarely within longstanding and well understood standards for appellate review, as is set forth in the next section of this brief.

The Court of Appeals based its decision relating to its own jurisdiction on the rule of *Hines v. D'Artois*, 531 F.2d 726, 730 (5th Cir. 1976). 685 F.2d at 1287-88. The new Eleventh Circuit had adopted the precedent of the Fifth Circuit as binding in *Bonner v. City of Prichard, Ala.*, 661 F.2d 1206, 1207 (11th Cir. 1981).

Uiterwyk's petition is entirely devoid of even a bare mention of *Hines*, let alone any showing of how the Court of Appeals departed from this well-recognized standard, or otherwise placed itself in conflict with standards applied in any other circuit.

The care with which the Eleventh Circuit examined the basis of its jurisdiction as well as the longstanding and well understood nature of the rule in *Hines* are apparent from the opinion. Petitioner's attempt to reargue the nature of the order appealed from are not worthy of the attention of this Court. Other equally cogent bases of jurisdiction were advanced by CTI but were not reached by the Court of Appeals, 685 F.2d at 1287 n.6. Nevertheless, each remains a perfectly proper basis of appellate jurisdiction which CTI is entitled to rely on independant of the grounds utilized by the Court of Appeals. *United States v. American Railway Express Co.*, 265 U.S. 425, 435 (1924).

B. *The decision of the Eleventh Circuit comports with the decision of this Court in* Landis v. North American Co.

Petitioner's assertion that the decision below is at odds with *Landis v. North American Co.*, 299 U.S. 248 (1936) rests upon nothing more substantial than an incomplete quotation from the opinion below.

After a careful examination of the rule of *Landis*, as interpreted in recent Fifth Circuit opinions, the Eleventh Circuit concluded that the stay of CTI's action against Uiterwyk constituted an abuse of discretion. Attempting to create a distinction between the word "indefinite" and the word "immoderate", referring to a stay, and as used in the opinion in *Landis*, 299 U.S. at 256, Uiterwyk departs from common English usage as well as common sense. While Uiterwyk quotes a sentence

from the opinion below, referring to the indefinite duration of the stay, it fails to quote the succeeding sentence, in which the Eleventh Circuit states: "We cannot uphold such an indefinite or immoderate stay despite Uiterwyk's argument to the contrary." 685 F.2d at 1288. The attempt to create semantic distinctions which are neither supported by the underlying case law nor properly founded upon the opinion below does not justify further scrutiny. The Eleventh Circuit clearly examined the applicable precedents, including *Landis*, and concluded that the stay ordered by the district court of CTI's claim against Uiterwyk violated those standards. It is hardly sensible to argue that sending two U.S. corporations to an Algerian-sponsored arbitration tribunal which clearly had no jurisidction over their dispute, without even a motion to do so, constituted a proper exercise of the judicial power.

C. *The actions of the Eleventh Circuit did not result in any unconstituional taking of Uiterwyk's property.*

Petitioner's argument that the action of the Court of Appeals in vacating the stay of CTI's action against Uiterwyk amounts to an "unconstitutional taking" of Uiterwyk's "property" borders on the fatuous. Even if the alleged agency contract between Uiterwyk and Iran Express Lines had anything to do with CTI,[5] an obligation to defend amounts to no more than an obligation to pay the legal costs of defense. Uiterwyk itself characterizes the right in this fashion in its own petition: "Uiterwyk must bear accrued legal expenses for which IEL has contracted to be liable and attempt to defend itself on the contracts." (Pet. for Cert. 19). The decision below in no way impared Uiterwyk's right to seek recompense for these legal expenses which presumably may be sought against IEL as a part of Uiterwyk's proceedings before the Iran-United States Claims Tribunal.

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[5] The Court of Appeals expressly found that "[t]here was no indication in the leases in question that Uiterwyk was acting as agent for Iran, IEL, or any other party," 685 F.2d at 1286 n.4, and that "[a]n alleged agency agreement between Uiterwyk and IEL is not at issue; it is the contract between CTI and Uiterwyk that is of the focus in the principal action." 685 F.2d at 1289. It should be noted that the "agency" agreement appended to Uiterwyk's Petition (App. 2 Pet. for Cert. 38-42) is entirely outside the record, is irrelevant, and is signed so far as can be garnered from the "conformed" copy, for *both* parties by a Uiterwyk. *See supra* note 2.

Indeed, this entire matter goes to a question of remedy not substance, and the very cases cited by Uiterwyk in its petition give the lie to their position. In *Home Building & Loan Association v. Blaisdell,* 290 U.S. 398 (1934) the Court quoted Chief Justice Marshall:

> The distinction between the obligation of a contract, and the remedy given by the legislature to enforce that obligation, has been taken at the bar, and exists in the nature of things. Without impairing the obligation of the contract, the remedy may certainly be modified as the wisdom of the nation shall direct.

Id. at 430.

As distinct from a mere modification of remedy, the Court in *Blaisdell* characterized impairment of the obligation of the contract thus:

> The obligations of a contract are impaired by a law which rendered them invalid, or releases or extinguishes them.

Id. at 431 (footnote omitted).

The alleged right of Uiterwyk to compel Iran Express Lines to pay its cost of defense are not related to CTI's claim against Uiterwyk. In point of fact, any remedy for the alleged breach by IEL of an obligation to defend Uiterwyk is a part of Uiterwyk's third-party action and within the jurisdiction of the Claims Tribunal which the Court of Appeals held was mandatorily stayed. 685 F.2d at 1289. As this Court stated in *Dames & Moore v. Regan,* if that resulted in any unconstitutional taking of Uiterwyk's contractual rights, Uiterwyk has a remedy under the *Tucker Act,* 28 U.S.C. § 1491 (1976). 453 U.S. at 689.

The remaining points raised in the petition do not even attempt to raise special and important issues requiring intervention by this Court. They are premised on the entirely specious argument that CTI's action against Uiterwyk is within the jurisdiction of the Iran-United States Claims Tribunal. Common sense, the United States in its Second Supplemental Statement of Interest, and the Court of Appeals all recognized that

CTI's action against Uiterwyk, the claim of one United States national against another United States national on ordinary lease agreements entirely devoid of any mention of Iran or any Iranian entities, are not even colorably within the jurisdiction ambit of the Claims Tribunal and are clearly not suspended by the Algiers Accords and Exec. Order No. 12,294.

CONCLUSION

The actions of the Eleventh Circuit in this matter are entirely consistent with the facts of this case and the applicable law, and present no special or important features worthy of this Court's review. The reasons advanced by Uiterwyk for this Court's exercise of its discretion are invalid and essentially constitute either mischaracterizations of the law or attempts to reargue to this Court the case rejected by the Eleventh Circuit. The petition for a writ of certiorari should be denied.

Respectfully submitted,

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